FEB 2 0 '09

Vernon A. Williams. Secretary **Surface Transportation Board** 1925 K Street N.W. Room 713 Washington D.C. 20423

FEB 20 2009

January 29, 2009

RE: Recordation of Termination of Security Interest 56 52'6" 100-ton Gondola Railcars with 4'6" sides

Dear Secretary.

1 am enclosing one original and two copies of the primary document. Termination of Security Interest, dated January 27th, 2009 and more fully described below, to be recorded pursuant to Section 11301 Title 49 of the U.S.Code. This document is to be cross indexed with Instrument No. 17062.

The parties to the documents are as follows:

Debtor: Secured Party:

John Hancock Leasing Corporation C.K. Industries, Inc. 197 Clarendon Street C-3-16 P.O. Box 87

Deland, Fl 32721 Boston, Ma 02116

The equipment covered are: 56 52'6" 100-ton Gondola Railcars with 4'6" sides

### Car Marks

NYC	584800	CR	584826
NYC	584801	CR	584827
CR	584802	NYC	584828
CR	584803	NYC	584829
NYC	584804	CR	584830
NYC	584805	CR	584831
NYC	584807	NYC	584832
NYC	584808	CR	584833
NYC	584809	CR	584834
CR	584810	NYC	584835
NYC	<b>5848</b> 11	CR	584836
CR	584812	CR	584837
NYC	58 <b>4</b> 813	CR	584839
NYC	584814	CR	584840
CR	584815	CR	584841
CR	584816	CR	584842
NYC	584817	CR	584843
NYC	584818	CR	584844
CR	584819	NYC	584845
NYC	584820	CR	584846
CR	584821	CR	584847
CR	584822	NYC	584849
NYC	584823	CR	584850
CR	584824	NYC	584851
NYC	584825	CR	584852
		NYC	584853
		CR	584854
		CR	584855
		NYÇ	584856
		CR	584858
		CR	584859

# C.K. INDUSTRIES, INC. \_\_\_\_\_

A recoding fee of \$41.00 is enclosed. After recording and affixing the file stamp notation please return 1 original and any copies not needed by the Board for recordation to the following address:

> C.K. Industries, Inc. P.O. Box 87 Deland, Fl 32721-0087

Should you have any questions please contact me at (386) 738-7611.

Sincerely,

Christine Pollard **Executive Assistant** 

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Enclosures

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#### TERMINATION OF SECURITY INTEREST

SURFACE TRANSPORTATION BUARD

THIS TERMINATION OF SECURITY INTEREST (this "Termination") is made this 27 day of January, 2009 between C.K.INDUSTRIES INC. (the "Debtor") and JOHN HANCOCK LEASING CORPORATION (the "Secured Party") under the Chattel Mortgage, Assignment and Security Agreement dated as of September 28th, 1990 (as amended, supplemented or otherwise modified through the date hereof, (the "Security Agreement"). Capitalized terms used in this Termination and not otherwise define herein shall have the meaning (by cross-reference or otherwise) in the Security Agreement.

WHEREAS, the Security Agreement created a lien and security interest in favor of the Secured Party in and to the Equipment and the Lease (each as defined in the Security Agreement);

WHEREAS, the Debtor is party to that certain Security Agreement described in Exhibit I hereto, a copy of which was duly filed with the Surface Transportation Board (the "STB") and recorded on October 18, 1990 as Instrument No. 17062; and

WHEREAS, the Debtor and the Secured Party now desire to terminate and cancel the Secured Party's security interest in and mortgage lien upon all right, title and interest of the Debtor in, to and under the property described in Exhibit A to the Security Agreement, as specified in Exhibit I hereto and to record such termination and cancellation with the STB,

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor and the Secured Party, intending to be legally bound, agree as follows:

- 1. The Debtor and the Secured Party hereby terminate and cancel the Secured Party's security interest in and mortgage lien upon all right, title and interest of the Debtor in, to and under the property described in Exhibit A to the Security Agreement, as specified in Exhibit I hereto, effective as of the date this Termination is filed with the STB (the "Effective Date") and the Debtor and the Secured Party hereby agree that no rights, duties or liabilities under the Security Agreement in relation to the property described in Exhibit A to the Security Agreement, as specified in Exhibit I hereto, shall survive such termination and cancellation of the Secured Party's security interest in and mortgage lien upon all right, title and interest of the Debtor in, to and under the property described in Exhibit A to the Security Agreement, as specified in Exhibit I hereto, except with respect to acts, events or omissions under the Security Agreement occurring on or prior to the Effective Date and indemnities with respect to such act, events or omissions.
- 2. The Debtor and the Secured Party agree to record this termination with the STB so as to release any security interest in and mortgage lien upon the property described in Exhibit A to the Security Agreement and as specified in Exhibit I hereto, created by or arising out of the Security Agreement.

- 3. This Termination my be executed in any number of counterparts, each executed counterpart constituting an original by all together constituting only one and the same agreement.
- 4. This Termination shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts and is being delivered in the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Debtor and the Secured Party have each cause this Termination of Security Interest to be duly executed and delivered as of the date first above written.

CK INDUSTRIES, INC.

By:
Name: CLANDE

Title: President.

JOHN HANCOCK LEASING CORPORATION

Name: John M. Butler

Title: President

#### **COMMONWEALTH OF MASSACHUSETTS**

) ss.

#### COUNTY OF SUFFOLK

On this 27 day of January, 2009, before me, the undersigned, a Notary Public in and for said Commonwealth, residing therein, duly commissioned and sworn, personally appeared John M. Butler to me personally known, who by me duly sworn, did say that he is the President of John Hancock Leasing Corporation, that the seal affixed to the foregoing instrument is the corporate seal of each said corporation, and that said instrument was signed and sealed on behalf of said corporations and as his free act and deed and the free act and deed of said corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County this 27 day of January, 2009.

Notary Public

**SEAL** 

My Commission Expires:



#### STATE OF FLORIDA COUNTY OF VOLUSIA

My commission expires on 1/29/2011

The foregoing instrument was colon	owledged before me this 29 <sup>th</sup> day of January,
The folegoing instrument was acking	owledged before the this by day of January,
2009, by Claude Bigot well known to me to	be the President of the corporation described in
	rsonally knows to me or has produced
as identification.	If no type of identification is indicated, the
above-named person is personally known to	
	Frances of Achterles
Notary Public State of Florida	Signature of Notary Public
(Notary Soal) Frances L Achterberg My Commission DD679970 Expires 07/29/2011	Frances L. Achterberg
S	Print Name of Notary Public

Notary Public of the State of Florida,

## EXHIBIT I

EXHIBIT 1

60 52'6" - ~ 100 Ton Gondolas

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CR 584827 CR 584854 CR 584800 CR 584828 CR 584855 CR 584801 CR 584829 CR 584856 CR 584802 CR 584830 CR 584857 CR 584803 CR 584831 CR 584858 CR 584804 CR 584832 CR 584859 CR 584805 CR 584833 CR 584806 CR 584834 CR 584807 CR 584835 CR 584808 CR 584836 CR 584809 CR 584810 CR 584837 CR 584838 CR 584811 CR 584839 CR 584812 CR 584840 CR 584813 CR 584841 CR 584814 CR 584842 CR 584815 CR 584843 CR 584816 CR 584817 CR 584844 CR 584845 CR 584818 CR 584846 CR 584819 CR 584847 CR 584820 CR 584848 CR 584821 CR 584822 . CR 584849 CR 584850 CR 584823 CR 584851 CR 584824 CR 584852 CR 584825

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